



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Kathleen Clarke  
Executive Director

Lowell P. Braxton  
Division Director

1594 West North Temple, Suite 1210  
PO Box 145801  
Salt Lake City, Utah 84114-5801  
801-538-5340  
801-359-3940 (Fax)  
801-538-7223 (TDD)

M/045/028

November 27, 2001

CERTIFIED RETURN RECEIPT  
7099 3400 0016 8896 4424

Ross Staffel  
Chemical Lime Company of Arizona  
P.O. Box 985004  
Fort Worth, Texas 76185

Re: Formal Approval of Form and Amount of Replacement Sureties, Chemical Lime Company of Arizona, Marblehead Mountain (M/045/024) and Grantsville Quarry (M/045/028), Tooele County, Utah

Dear Mr. Staffel:

On November 16, 2001, the Associate Director of the Division of Oil, Gas and Mining formally approved the form and amount of replacement reclamation surety for Chemical Lime Company of Arizona's Marblehead Mountain and Grantsville Quarry mines. The replacement surety for Marblehead Mountain has been through our five-year review and has been updated to year 2006 dollars. Chemical Lime has posted a \$382,600 surety bond # \_\_\_\_\_ issued by Travelers Casualty and Surety Company of America (Travelers), which replaces the National Union Fire Insurance Company surety bond # \_\_\_\_\_. On November 19, 2001, we received notification that the surety bond # \_\_\_\_\_ will be cancelled in 90 days. There is no problem in canceling this bond prior to that date now that we have the replacement surety in place.

Chemical Lime also replaced the existing Grantsville Quarry surety. The five-year review for this site has not yet been completed. Therefore, the \$265,700 surety bond # \_\_\_\_\_ issued by Travelers replaces the existing National Union Fire Insurance Company surety bond # \_\_\_\_\_. This surety is still in 1998 dollars. When the Division completes the five year review for this site, the surety will have to be readjusted, which can be done by means of a surety bond rider.

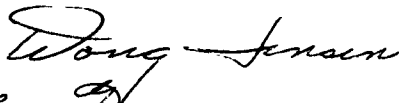

***The Division hereby grants final approval of your replacement sureties for the Marblehead Mountain and Grantsville Quarry.*** We have enclosed copies of the replacement surety bonds and replacement Reclamation Contracts for your records. We have also enclosed the Marblehead Mountain original surety bonds # \_\_\_\_\_ with the original Reclamation

Page 2  
Ross Staffel  
M/045/024 & M/045/028  
November 16, 2001

Contract dated 3/23/94 and the Grantsville Quarry original surety bond with original  
Reclamation Contract dated 3/8/95 for your disposal.

Thank you for your help in finalizing these replacement sureties. With our present workload, we anticipate the five-year review of the Grantsville quarry may not be done until after the first of the year. Please call me at (801) 538-5286 or Doug Jensen at 538-5382 if you have any questions in this regard.

Sincerely,

  
for 

D. Wayne Hedberg  
Permit Supervisor  
Minerals Regulatory Program

jb

Enclosures: 2 original RC's dated 3/8/95 & 3/23/94  
2 original surety bonds  
copies of 2 RC's w/ surety bond:  
cc: Opie Abeyta, BLM Utah State Office, with RC & surety bond  
Doug Jensen, DOGM  
chemical lime-apv-sureties.doc

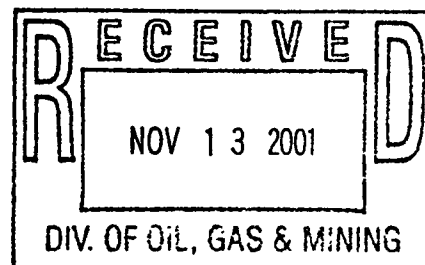
FORM MR-RC  
Revised April 4, 2001  
RECLAMATION CONTRACT

File Number M/045028

Effective Date Nov 16, 2001

Other Agency File Number U-75735

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940



RECLAMATION CONTRACT

--ooOoo--

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)  
(Mineral Mined)

Grantsville Quarry M/045028  
Dolomite Limestone

"MINE LOCATION":  
(Name of Mine)  
(Description)

Grantsville Quarry  
From Salt Lake City, Utah  
I-80W Exit UT-138  
Right on Misty Way Rd.

"DISTURBED AREA":  
(Disturbed Acres)  
(Legal Description)

77 acres

(refer to Attachment "A")

"OPERATOR":  
(Company or Name)  
(Address)

Chemical Lime Company of Arizona  
P.O. Box 985004  
Fort Worth, TX. 76185

(Phone)

(817) 732-8164

"OPERATOR'S REGISTERED AGENT":

(Name)  
(Address)

(Phone)

"OPERATOR'S OFFICER(S)":

"SURETY":

(Form of Surety - Attachment B)

"SURETY COMPANY":

(Name, Policy or Acct. No.)

"SURETY AMOUNT":

(Escalated Dollars)

"ESCALATION YEAR":

"STATE":

"DIVISION":

"BOARD":

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Chemical Lime of Arizona the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045028 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

OSC

The Prentice-Hall Corporation Systems,

201 South Main Street

One Utah Center

Salt Lake City, Utah 84111

(f) (801) 536-6111

James Nichols - Snr. VP COO

James Ehle - Snr. VP

Stephen Barnish - Snr VP CFO

Ross Staffel - Asst. Sec. / Treasurer  
Surety Bond

Bond No. 103712714

Travelers Casualty & Surety  
Company of America Bond No.

\$265,700.00

1998

State of Utah

Division of Oil, Gas and Mining

Board of Oil, Gas and Mining

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated March 08, 1995, and the original Reclamation Plan dated March 08, 1995. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's

request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Chemical Lime Company of Arizona

Operator Name

By James Ehle

Authorized Officer (Typed or Printed)

Senior Vice President

Authorized Officer - Position

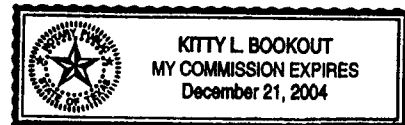
James Ehle  
Officer's Signature

Date

11/9/01STATE OF TEXAS)COUNTY OF TARRANT)

SS:

On the 9 day of November, 2001, James L. Ehle  
personally appeared before me, who being by me duly sworn did say that he/she is the  
Senior Vice President of Chemical Lime Company of Arizona and duly  
acknowledged that said instrument was signed on behalf of said company by authority  
of its bylaws or a resolution of its board of directors and said James L. Ehle  
duly acknowledged to me that said company executed the same.

Kitty L. Bookout  
Notary PublicResiding at Ft. Worth, Texas12/21/2004  
My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By *Mary Ann Wright*  
Mary Ann Wright, Associate Director

November 16, 2001  
Date

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 16<sup>th</sup> day of November, 2001, Mary Ann Wright  
personally appeared before me, who being duly sworn did say that she, the said Mary Ann Wright  
Mary Ann Wright is the Associate Director of the Division of Oil, Gas  
and Mining, Department of Natural Resources, State of Utah, and she duly acknowl-  
edged to me that she executed the foregoing document by authority of law on behalf of  
the State of Utah.

*Joelle Burns*  
Notary Public  
Residing at: Salt Lake City, Ut

4-4-2005  
My Commission Expires:





Sheet1

ATTACHMENT "A"

Chemical Lime Company of Arizona  
Operator

Grantsville Quarry  
Mine Name

M/045/028  
Permit Number

Tooele

County, Utah

The legal description of lands to be disturbed is:

The East 1/2 of S.E. 1/4 of S.E. 1/4 of S.W. 1/4 of Section 25, Township 1 South, Range 7 West, SLB&M ✓  
 The N.W. 1/4 of N.E. 1/4 of S.W. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The East 1/2 of N.E. 1/4 of N.W. 1/4 of S.W. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The West 1/2 of S.E. 1/4 of N.W. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The N.E. 1/4 of S.E. 1/4 of N.W. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The South 1/2 of S.W. 1/4 of N.E. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The South 1/2 of S.E. 1/4 of N.E. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The North 1/2 of N.E. 1/4 of S.E. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The West 1/2 of S.W. 1/4 of N.E. 1/4 of S.E. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The West 1/2 of S.E. 1/4 of Sec. 25, T1S, R7W, SLB&M ✓  
 The North 1/2 of N.W. 1/4 of N.W. 1/4 of N.E. 1/4 of Sec. 36, T1S, R7W, SLB&M ✓  
 The North 1/2 of N.E. 1/4 of N.W. 1/4 of N.E. 1/4 of Sec. 36, T1S, R7W, SLB&M ✓

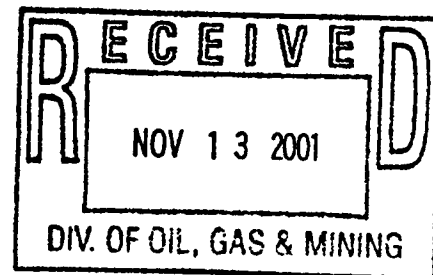
This bond replaces and supercedes bond no. \_\_\_\_\_  
issued by National Union Fire Insurance Company of  
Pittsburgh, PA effective September 7, 2001

## ATTACHMENT B

FORM MR-5  
January 19, 2000

Bond Number \_\_\_\_\_  
Permit Number M/045/028  
Mine Name Grantsville Quarry

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940



### THE MINED LAND RECLAMATION ACT

#### SURETY BOND

\*\*\*\*\*

The undersigned Chemical Lime Company of Arizona, as Principal, and Travelers Casualty and Surety Company of America, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of Two Hundred Sixty Five Thousand Seven Hundred dollars (\$ 265,700.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on the 8th day of March, ~~20~~ 1995 that 77 acres of land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the

expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

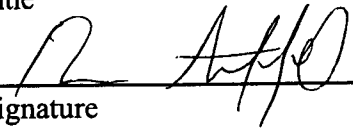
Chemical Lime Company of Arizona  
Principal (Permittee)

Ross Staffell

By (Name typed):

Treasurer

Title

  
Signature

10/29/01  
Date

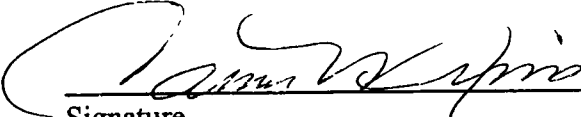
**Surety Company**  
Travelers Casualty and  
Surety Company of America  
Surety Company Name

Carmen Mims

Surety Company Officer

Attorney-In-Fact

Title/Position

  
Signature

7920 Belt Line Road, 8th Floor  
Street Address

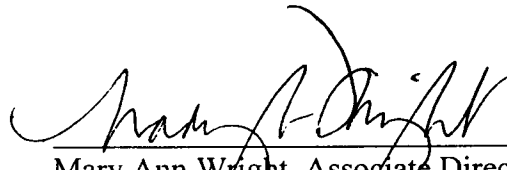
Dallas, TX 75240  
City, State, Zip

972/866-4335  
Phone Number

September 7, 2001  
Date

SO AGREED this 16<sup>th</sup> day of November, 20 01.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

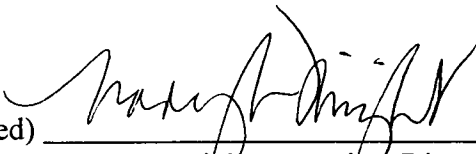
  
\_\_\_\_\_  
Mary Ann Wright, Associate Director  
Utah State Division of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

**AFFIDAVIT OF QUALIFICATION  
ASSOCIATE DIRECTOR**

--ooOOoo--

Mary Ann Wright, being first duly sworn under oath, deposes and says that she is the Associate Director of Mining for the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah; and that she is duly authorized to execute and deliver the foregoing obligations; and that said Associate Director is authorized to execute the same by authority of laws on behalf of the State of Utah.

(Signed)   
Mary Ann Wright, Associate Director, Mining  
Division of Oil, Gas and Mining

Subscribed and sworn to before me this 16<sup>th</sup> day of November, 20 01.

  
Notary Public

My Commission Expires:

4-4-, 20 05.



Attest:

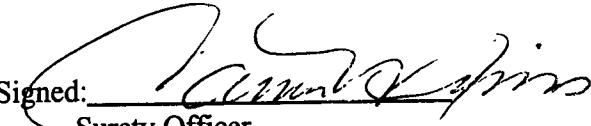
STATE OF Utah )

COUNTY OF Salt Lake )

ss:

## AFFIDAVIT OF QUALIFICATION

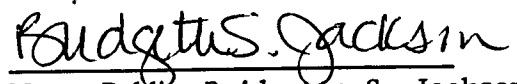
On the 7th day of September, 20 01, Carmen Mims  
personally appeared before me, who being by me duly sworn did say that ~~he~~/she, the said  
Carmen Mims is the Attorney-In-Fact of  
Travelers Casualty and Surety \* and duly acknowledged that said instrument was  
signed on behalf of said company by authority of its bylaws or a resolution of its board of  
directors and said Carmen Mims duly acknowledged to me that said  
company executed the same, and that ~~he~~/she is duly authorized to execute and deliver the  
foregoing obligations; that said Surety is authorized to execute the same and has complied in all  
respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and  
obligations. \* Company of America

Signed:   
Surety Officer

Title: Attorney-In-Fact

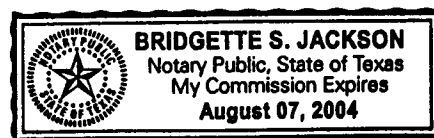
STATE OF Texas )  
 ) ss:  
COUNTY OF Dallas )

Subscribed and sworn to before me this 7th day of September, 2001.

  
Notary Public Bridgette S. Jackson  
Residing at: Dallas, Texas

My Commission Expires:

August 7, 20 04





**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY  
Hartford, Connecticut 06183-9062  
TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS  
Naperville, Illinois 60563-8458**

**POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT**

**KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, a corporation duly organized under the laws of the State of Illinois, and having its principal office in the City of Naperville, County of DuPage, State of Illinois, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Lawrence W. Waldie, Allyson Dean, Carmen Mims, Brian Lebow or Deborah Griffith, \* \***

**of Dallas, TX, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated the following instrument(s):**

**by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto**

**and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.**

**This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:**

**VOTED:** That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

**VOTED:** That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

**This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, which Resolution is now in full force and effect:**

**VOTED:** That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS have caused this instrument to be signed by their Senior Vice President, and their corporate seals to be hereto affixed this 9th day of June, 1999.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
TRAVELERS CASUALTY AND SURETY COMPANY  
FARMINGTON CASUALTY COMPANY  
TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS



By   
George W. Thompson  
Senior Vice President

On this 9th day of June, 1999 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY, FARMINGTON CASUALTY COMPANY and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



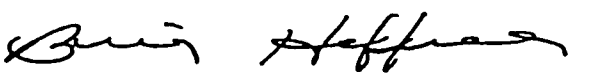
Marie C Tetreault  
My commission expires June 30, 2001 Notary Public  
Marie C. Tetreault

#### CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, and TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS, stock corporation of the State of Illinois, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 7th day of September, 2001.



By   
Brian Hoffman  
Assistant Secretary, Bond